

**INDIANA HOUSING AND COMMUNITY DEVELOPMENT AUTHORITY
AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009
SECTION 1602 TAX CREDIT EXCHANGE PROGRAM
COOPERATION AGREEMENT**

Borrower's D-U-N-S #_____

THIS COOPERATION AGREEMENT (the "Agreement") is entered into as of this ____ day of _____, 2009 (the "Effective Date"), by and among [SYNDICATOR], an Indiana _____ (the "Syndicator"), [COMPANY], an Indiana limited _____ (the "Company") and **INDIANA HOUSING AND COMMUNITY DEVELOPMENT AUTHORITY**, a public body corporate and politic of the State of Indiana ("IHCDA").

RECITALS

A. Under Section 1602 ("Section 1602") of the American Recovery and Reinvestment Act of 2009 (the "ARRA"), IHCDA made a loan to the Company (the "Loan"), to fund the construction of [**Project Name**] (the "Project") pursuant to that certain loan agreement dated _____, 2009 by and between IHCDA and the Company (the "Loan Agreement").

B. The Syndicator has made an equity investment in the Project in exchange for Section 42 Low Income Housing Tax Credits ("LIHTCs") allocated to Company by IHCDA.

C. The Company is the owner and developer of the Project for which IHCDA allocated LIHTCs and made the Loan, and in which the Syndicator has invested.

D. Pursuant to their mutual interests in the Project, the parties desire for the Syndicator to cooperate with, and provide certain information to, IHCDA to enable IHCDA to meet Section 1602 asset management obligations in connection with the Loan to the Project.

Agreement

In consideration of the parties' Preliminary Statements, the following mutual promises, covenants, and conditions, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Defined Terms. Unless otherwise set forth herein, capitalized terms shall have the meaning set forth in the Loan Agreement.

2. Term. The term of this Agreement shall commence on the Effective Date and shall continue through the end of the Compliance Period, unless earlier terminated as set forth herein (the "Term").

3. Agreement to Cooperate. In consideration of the Loan made by IHCDA to the Company for the benefit of the Project, the Company and the Syndicator agree to cooperate with IHCDA during the Term, respond in a timely manner to all reasonable requests for information made by IHCDA, and provide reasonable access to their personnel and records as necessary for IHCDA to monitor compliance with Section 1602 and the Loan Agreement. The information requested by IHCDA pursuant to this

Agreement may include, without limitation, those items set forth on Exhibit A, attached hereto and made a part hereof.

4. Compliance with Laws and Policies and Procedures.

(a) The Company and the Syndicator shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, including, without limitation, Section 42 of the Internal Revenue Code, and the Immigration and Nationality Act (8 U.S.C. 1101 *et seq.*), and all provisions required thereby to be included herein are hereby incorporated by reference, and with the Policies and Procedures, as the same may be amended from time to time. The enactment of any state or federal statute or the promulgation of regulations thereunder after execution of this Agreement shall be reviewed by the IHCD to determine whether the provisions of this Agreement require formal modification.

(b) As required by IC 5-22-3-7, the Syndicator certifies that neither it nor its affiliates or any agent acting on behalf of Syndicator or an affiliate, (1) except for de minimis and nonsystematic violations, has not violated the terms of (A) IC 24-4.7 [Telephone Solicitation Of Consumers], (B) IC 24-5-12 [Telephone Solicitations], or (C) IC 24-5-14 [Regulation of Automatic Dialing Machines] in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and (2) will not violate the terms of IC 24-4.7 for the duration of this Agreement, even if IC 24-4.7 is preempted by federal law.

(c) As required by IC 5-22-3-7, the Syndicator certifies that neither it nor its affiliates or any agent acting on behalf of Syndicator or an affiliate, (1) except for de minimis and nonsystematic violations, has not violated the terms of (A) IC 24-4.7 [Telephone Solicitation Of Consumers], (B) IC 24-5-12 [Telephone Solicitations], or (C) IC 24-5-14 [Regulation of Automatic Dialing Machines] in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and (2) will not violate the terms of IC 24-4.7 for the duration of this Agreement, even if IC 24-4.7 is preempted by federal law.

(d) As required by I.C. 22-9-1-10, the Company and Syndicator agree not to discriminate against any employees or applicants for employment to be employed in the performance of this Agreement, with respect to their hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of their race, religion, color, sex, disability, national origin, or ancestry.

5. Termination.

(a) For Breach. IHCD may immediately suspend or terminate this Agreement if the Syndicator and/or the Company fail to comply with any material term of the Agreement, any applicable law or regulation, or the Section 1602 Program.

(b) Without Cause. Further, this Agreement may be terminated at any time, by IHCD, with or without cause, upon sixty (60) days written notice. Written notice of such termination must be sent to the other parties by certified mail, return receipt requested, postage prepaid. After mailing of such notice of termination, no new or additional liabilities shall be incurred without the prior written approval of IHCD.

6. Miscellaneous.

(a) Entire Agreement. This Agreement constitutes the entire agreement relating to the subject matter among the parties. No understandings, agreements, or representations, oral or written, not specified within this Agreement will be valid provisions of this Agreement.

(b) Governing Law; Choice of Venue. This Agreement shall be construed and governed in accordance with the laws of the State of Indiana, and suit, if any, must be brought in courts located in Marion County, Indiana.

(c) Successors. This Agreement shall inure to the benefit of, be binding upon, and be enforceable by and against the parties hereto, their heirs, executors, administrators, successors and assigns. The Syndicator and the Company may not assign this Agreement without the express prior written consent of IHEDA.

(d) Amendments and Waivers. This Agreement may not be amended and compliance with any provision of this Agreement may not be waived except in a writing signed by all of the parties hereto; provided, however, that IHEDA may amend this Agreement unilaterally in order to comply with a change in an applicable law, rule, regulation or directive.

(e) Severability. If any provision of this Agreement is held to be invalid, void or unenforceable, the remaining provisions of this Agreement shall nevertheless continue in full force and effect.

(f) Notices. Notice shall be deemed to have been given under this Agreement whenever any notice, statement, or other communication shall be delivered in person, or sent via overnight delivery service maintaining records of receipt to the address below, unless otherwise requested in writing:

If to the Company: [Contact Name]
[Street Address]
[City, State Zip]

If to the Syndicator: [Contract Name]
[Street Address]
[City, State Zip]

If to IHEDA: Indiana Housing and Community Development Authority
30 South Meridian Street, Suite 1000
Indianapolis, Indiana 46204
Attention: MultiFamily Manager

With copy to: Indiana Housing and Community Development Authority
30 South Meridian Street, Suite 1000
Indianapolis, Indiana 46204
Attention: General Counsel

A party's address for notice may be changed from time-to-time only by written notice given to each of the other parties in accordance with this Section.

(h) Counterparts. This Agreement may be executed in several counterparts all of which shall constitute one agreement, binding on all the parties hereto, notwithstanding that all the parties are not signatories on the same counterpart.

(Remainder of page intentionally left blank.)

NON-COLLUSION AND ACCEPTANCE

The undersigned attests, subject to the penalties for perjury, that he/she is the properly authorized representative, agent, member or officer of the Company or the Syndicator, that he/she has not, nor has any other member, employee, representative, agent or officer of the Company or he Syndicator, directly or indirectly, to the best of the undersigned's knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Agreement other than that which appears in this Agreement.

IN WITNESS WHEREOF, the Company, the Syndicator and IHCD A have, through their duly authorized representatives, entered into this Agreement. The parties, having read and understood the foregoing terms of this Agreement, do by their respective signatures dated below hereby agree to the terms thereof.

(Syndicator):

By: _____
Printed Name: _____
Title: _____
Date: _____

(Company):

By: _____
Printed Name: _____
Title: _____
Date: _____

**Indiana Housing and Community
Development Authority:**

By: _____
Printed Name: Sherry Siewert
Title: Executive Director
Date: _____

1477649_4; BME; 9/15/09

EXHIBIT A

Cooperation Agreement Indiana Housing and Community Development Authority

For the purposes of this Agreement, IHCDCA may request the following information from the Syndicator, from time to time, in accordance with Section 3:

1. Asset Management Information.

(a) Through breakeven operations:

(i) Upon one hundred percent (100%) qualified occupancy, one hundred percent (100%) of the initial tenant files;

(ii) Lease-up progress reports including rent rolls, income statements, balance statements and occupancy reports, within fifteen (15) days following the end of each month, (where applicable);

(iii) Lease-up reserve usage reports and balances within fifteen (15) days following the end of each month; and

(iv) Additional information determined necessary by IHCDCA to monitor compliance with the Section 1602 Program, or as otherwise required pursuant to Section 42 of the Internal Revenue Code.

(b) From lease-up and continuing throughout the Compliance Period:

(i) Quarterly reports including income statements, balance sheets, certificates of insurance, rent rolls, occupancy reports;

(ii) Annual budgets;

(iv) Operating reserve and replacement reserve status reports (balance and expenditure report);

(iv) Draft audits prepared by independent auditors, within forty-five (45) days following the end of the year and final audits within ninety (90) days following the end of the year;

(v) Draft tax returns within forty-five (45) days following the end of the year and final tax returns within ninety (90) days following the end of the year;

(vi) Other LIHTC compliance related documents as reasonably requested; and

(vii) Additional information determined necessary by IHCDCA to monitor compliance with Section 1602, or as otherwise required pursuant to Section 42 of the Internal Revenue Code.

2. Construction Management Information.

(a) A monthly draw report, through construction completion, which may require the Syndicator to collect and review the following items from the Company:

- (i) Updated sources and uses for the Project;
- (ii) Sources and uses for the current draw;
- (iii) Title update;
- (iv) Backup invoices for soft costs;
- (v) Fully executed AIA G702/703;
- (vi) Lien waivers;
- (vii) Construction inspection report by a third party architect retained by the Company;
- (viii) Copies of all change orders; and
- (ix) Draw request cover sheets (form to be determined).